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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCHISE

ELLEN ANTOINETTE CRAVEA-
ALMEIDA, a married woman,

vs.

HSBC MORTGAGE SERVICES, INC., a
Delaware corporation; HOUSEHOLD
FINANCIAL SERVICES, INC., a Delaware
corporation; DECISION ONE MORTGAGE
CO., L.L.C., a Delaware limited liability
company.

Case No. _____

VERIFIED COMPLAINT

(Assigned to _____)

PARTIES & JURISDICTION

1. Plaintiff, Ellen Antoinette Cravea, ("Plaintiff") is a resident of Napa County, California.

2. The real property which subject of this action is located in Cochise County, Arizona.

3. Defendant HSBC Mortgage Services, Inc. ("HSBC") is a Delaware corporation authorized and doing business in Arizona.

4. On information and belief, Household Financial Services, Inc., is a Delaware corporation and is a wholly owned subsidiary of HSBC., which at all relevant times conducted business in Cochise County, Arizona.

1 5. On information and belief Decision One is a Delaware limited liability company
2 and is a wholly owned subsidiary of HSBC, which at all relevant times conducted business in
3 Cochise County, Arizona.

4 6. This Court has jurisdiction over the subject matter of this action pursuant to Article
5 VI, § 14 of the Arizona Constitution and A.R.S. §12-123.

6 7. Venue is proper in this Court pursuant to A.R.S. §12-401.

7 **GENERAL ALLEGATIONS**

8 8. On or about July 11, 2006 Decision One caused a Trustee's Sale to be conducted
9 of Lots 1, 2, 3, and 4 of Calumet Addition, according to Filed Map No. 35, records of Cochise
10 County Arizona (individually "Lot 1, Lot 2, Lot 3 and Lot 4").

11 9. As a result of the Trustee's Sale, Lots 1-4 were conveyed to Decision One by a
12 Trustee's Deed Upon Sale dated July 14, 2006 recorded as instrument no. 060726768.

13 10. On or about August 2006, Decision One, through Household, its servicing agent,
14 entered into a Residential Resale Real Estate Purchase Contract agreeing to sell Lots 1-4 to
15 Plaintiff.

16 11. The Sale closed on December 27, 2006, ("Closing") and Plaintiff paid the full
17 purchase price for Lots 1-4. Title to Lots 1-4 was to have been conveyed to Plaintiff.

18 12. Through clerical error, the Deed to Plaintiff ("Deed") only described Lots 1 and
19 2. As a result Lots 3 and 4 remain titled in Decision One as a matter of record.

20 13. Lots 1-4 comprise a single fenced parcel of land containing a single-family
21 residence and supporting outbuildings.

22 14. At all times from and after the Closing, for a period of more than 10 years,
23 Plaintiff has occupied and exercised complete and continuous dominion and control over Lots 3
24 and 4 to the exclusion of Decision One and all others.
25

1 15. Pursuant to ARS 12-1101, et. seq., Plaintiff is entitled to establishment of
2 plaintiff's fee estate in Lots 3 and 4 and that defendants be barred and forever estopped from
3 having or claiming any right or title to Lots 3 and 4 adverse to Plaintiff.

4 16. Alternatively, Plaintiff is entitled to reformation of the Deed to include Lots 3 and
5 4.

6 17. This action arises from contract and Plaintiff is entitled to its attorney's fees
7 pursuant to ARS 12-341.01.

8 18. In the event Plaintiff recovers judgment by Default against any party, Plaintiff
9 will have incurred reasonable and necessary attorney's fees in the amount of \$7,000.

10 WHEREFORE, Plaintiff prays for judgment against Defendants and each of them as
11 follows:

12 A. That Plaintiff be declared the sole owner of the fee title estate in Lots 3 and 4 of
13 Calumet Addition, according to Filed Map No. 35, records of Cochise County Arizona;

14 B. That Defendants and each of them be forever barred and estopped from having or
15 claiming any right, title or interest in Lots 3 and 4 of Calumet Addition, according to Filed Map
16 No. 35, records of Cochise County Arizona;

17 C. Alternatively, the Deed be reformed to include Lots 3 and 4;

18 D. That Plaintiff recover its attorney's fees and costs; and

19 E. For such other relief as the court deems just.

20 RESPECTFULLY SUBMITTED this 17th day of December 2018.

21
22 HENNELLY & GROSSFELD LLP

23
24 By: 
25 Richard Q. Nye

